

### **REMARKS**

The above Amendments and following Remarks are in response to the Office action mailed July 21, 2008. Claims 1 and 5 have been amended. Claims 1-2 and 4-9 remain pending in the application. Applicant appreciates Examiner's careful review of the present application.

Applicant respectfully submits that all the hitherto pending claims are now placed in condition for allowance. Detailed reasons for allowance are as follows:

#### ***Claim Objections***

Claim 1 was objected to because of the following informalities: claim 1, line 10, the term "reproduce" should be "reproduction". Appropriate correction was required.

In response, applicant has amended claim 1 by changing the term "reproduce" to the term "reproduction" in line 10. Accordingly, claim 1 is believed to now be in proper form, and applicant requests reconsideration and removal of the objection.

#### ***Claim Rejections Under 35 U.S.C. § 112***

Claim 5 was rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In response, Applicant has amended claim 5 by changing the step "enquiring whether the customer agrees to reproduction of the products" to the step "enquiring whether the customer agrees to reproduction of the products if the inventory is not sufficient". It is submitted that "dispatching the product" should occur on condition that the inventory is sufficient, and that "enquiring whether the customer agrees to reproduction of the products" should occur on condition that the inventory is not

sufficient. Accordingly, Applicant submits that claim 5, as amended, is sufficiently clear and distinct for the purposes of 35 U.S.C. 112, second paragraph.

***Claim Rejections Under 35 U.S.C. § 102***

Claims 5-9 were rejected under 35 U.S.C. 102(e) as being anticipated by Choe et al. (US PG Pub. 2002/0069082, hereinafter referred to as “Choe”).

**Claims 5-9**

Claim 5, as amended, recites in part:

*‘enquiring whether the customer agrees to reproduction of the products if the inventory is not sufficient; and  
informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products.’*

Applicant submits that Choe does not disclose, teach, or otherwise suggest the invention having the above-highlighted features as set forth in amended claim 5.

It is stated on page 4 of the current Office Action that the limitations of “determining whether the product has price information, and if the product has price information, acquiring the product’s price” are disclosed or taught by Choe in paragraphs [0082] and [0146]. It is also asserted that the features of “enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products” are disclosed or taught by Choe. Applicant respectfully disagrees and traverses as follows.

Choe discloses that the amount of available products in stock are checked by comparing the amount of ordered items with the inventory in stock, and it is thus determined if the ordered quantity exceeds that in stock (paragraph [0085]). Choe further discloses that if the ordered quantity exceeds the stock, a quantity of shipment-

available products is determined according to each schedule of the corresponding products (paragraph [0086]). According to the above disclosures, Choe can determine whether inventory of the products is sufficient, and dispatch the products when the inventory is sufficient. However, Choe *cannot enquire whether the customer agrees to reproduction of the products on condition that the inventory is not sufficient*. That is, applicant submits that Choe fails to disclose or teach the feature of “***enquiring whether the customer agrees to reproduction of the products if the inventory is not sufficient***,” as recited in amended claim 5 of the present application.

In addition, Choe discloses that an operation for a divisional shipment of the process for performing an e-commerce transaction (see FIG. 5). The operation includes the following steps: checking order items (S111), checking available product in stock (S112), determining the ordered product exceeds the stock (S113), checking each quantity for scheduled shipment (S114), reporting divisional shipment consent (S115), generating order sheets for the divisional shipments (S118), confirming order sheet for quantity of total ordered products to the DB server (S116), confirming randomly divisional shipment order sheet to temporary order storage unit (S117), consenting to **agree to** send the divisional shipment (S118), demanding delivery date extension or order cancellation (S119), and confirming order to DB server (S120). As seen from the above steps, Choe gives the detailed steps for operating the divisional shipment on e-commerce transaction in FIG. 5. The steps include a step of consenting to **agree to** send the divisional shipment, which is quite different from “the customer **agrees to** reproduction of the products” of claim 5. As claimed in claim 5, the present application can enquire whether the customer agrees to reproduction of the products, so as to inform a relevant workshop to reproduction of the products. These features are key to properly manage a purchase order, so as to satisfy customer’s demands. Furthermore, there is no disclosure or teaching in FIG. 5 of Choe in relation to the feature of “*informing a*

*relevant workshop to commence producing the products,”* which is supported by paragraph [0024] of the specification as originally filed, and not mentioned or taught in Choe at all. Accordingly, Applicant submits that Choe fails to disclose or teach the feature of “*informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products,*” as recited in amended claim 5 of the present application.

For at least the above reasons, Choe fails to disclose, teach, or even suggest the present invention having the above-highlighted features as set forth in amended claim 5. Accordingly, Applicant submits that amended claim 5 is not only novel under 35 U.S.C. §102(e) over Choe, but also unobvious and patentable under 35 U.S.C. §103 over Choe. Reconsideration and removal of the rejection and allowance of amended claim 5 are requested.

Claims 6-9 depend directly from amended independent claim 5, and respectively recite additional subject matter. Thus claims 6-9 should also be allowable.

### ***Claim Rejections Under 35 U.S.C. § 103***

Claims 1-2 and 4 were rejected under 35 U.S.C. 103(a) as being unpatentable over Choe, in view of Lettich et al. (US PG Pub. 2002/0049622, hereinafter referred to as “Lettich”), and further in view of Myrick et al. (US PG Pub. 2004/0143470, hereinafter referred to as “Myrick”).

### **Claims 1-2 and 4**

Claim 1, as amended, recites in part:

‘a customer complaints managing module for managing customer complaints, deferring shipments, *enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products*’.

Applicant submits that none of Choe, Lettich and Myrick, or their combination, teaches or otherwise suggests the invention having the above-highlighted features as set forth in amended claim 1.

On pages 3-4 and 10-11 of the current Office action, it is asserted that that Choe does not teach or suggest the feature of “a customer complaints managing module for managing customer complaints, deferring shipments, enquiring whether the customer agrees to reproduce of the products, and informing a relevant workshop to reproduce the products,” but it is further asserted that the combination of Lettich and Myrick teaches or suggests the feature above. Applicant respectfully disagrees and traverses as follows:

Lettich teaches that shipchem.com investigates customer complaints and works closely with the various service providers to ensure that root cause failure analyses are properly done, in order to minimize repeated complaints (see paragraph [0138]). Lettich further teaches that shipchem.com provides order integration functions, such as order entry screens, electronic interfaces, and ERP integration capabilities (see paragraph [0194]). According to these teachings, it is understood that Lettich can deal with customer complaints and defer corresponding shipments. That is, the limitation of “managing customer complaints and deferring shipments” of claim 1 is taught or suggested by Lettich. However, it is apparent that there is no teaching or suggestion in Lettich about “enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products”. Accordingly, Applicant submits that Lettich fails to teach or suggest the feature of “*enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products*,” as recited in amended claim 1 of the present application. Furthermore, it is apparent that Myrick does not teach or suggest the above-highlighted features either. In addition, Applicant submits that any combination of Choe, Lettich and Myrick does not teach or suggest the above-highlighted features either.

In conclusion, Applicant submits that none of Choe, Lettich and Myrick, or their combination, teaches or otherwise suggests the invention having the above-highlighted features as set forth in amended claim 1. That is, amended claim 1 is unobvious and patentable under 35 U.S.C. §103 over Choe in view of Lettich, and further in view of Myrick. Reconsideration and removal of the rejection and allowance of amended claim 1 are requested.

Claims 2 and 4 depend directly from amended independent claim 1, and respectively recite additional subject matter. Thus claims 2 and 4 should also be allowable.

### CONCLUSION

Applicant submits that the foregoing Amendment and Response place this application in condition for allowance. If Examiner believes that there are any issues that can be resolved by a telephone conference, or that there are any informalities that can be corrected by an Examiner's amendment, please call the undersigned at 714.626.1224.

Respectfully,

Ming-Fang Tsai

By     /Frank R. Niranjana/     Date:     August 13, 2008    

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